UNITED STATES DISTRICT
FOR THE DISTRICT OF MASSACHUSETTS

MICROSOFT CORPORATION, a Washington corporation,	:	
Plaintiffs,	:	Case No.: 1:17-cv-12038
v.	:	
TERATECH CORPORATION, d/b/a TERASON, a Delaware corporation, and ALICE CHIANG, an individual,	:	
Defendants.	:	

COMPLAINT

Plaintiff Microsoft Corporation ("Microsoft") files this Complaint against Defendants TeraTech Corporation, d/b/a Terason ("Terason") and Alice Chiang ("Chiang") (collectively "Defendants") alleging as follows:

I. INTRODUCTION

1. This is an action under federal and state law for (1) copyright infringement; (2) trademark infringement; (3) false designation of origin and false or misleading description or representation of fact; and (4) unfair competition and false advertising.

2. These claims arise from the unauthorized copying of Microsoft's copyrighted software and the trademarks displayed in such software. On information and belief, Defendants have unlawfully distributed and falsely advertised commercial volumes of unlicensed and pirated Microsoft software beginning in at least 2011 and continuing to the present. Defendants unlawfully use Microsoft trademarks on their website in an attempt to demonstrate some

affiliation with, or endorsement by, Microsoft of the Microsoft products being advertised when there is none. Defendants also falsely represent that their software is legally licensed when it is not.

3. On information and belief, Defendants distributed computer systems with unlicensed and pirated software to customers who are unaware they did not receive legal software they are licensed to use. Both Microsoft and these customers have been harmed as a result by Defendants' actions.

4. On information and belief, Defendants' software piracy was a systematic part of their business operations.

II. PARTIES

5. Microsoft is a Washington corporation with its principal place of business in Redmond, Washington. Microsoft develops, markets, distributes, and licenses computer software, among other products and services.

6. Defendant TeraTech Corporation, d/b/a Terason ("Terason") is a Delaware corporation with its principal place of business in Burlington, Massachusetts. Terason describes itself as a "portable ultrasound machine manufacturer." On information and belief, Terason was in possession or control of the Internet Protocol ("IP") address 173.9.123.253 and during various times relevant to this Complaint. Terason used the IP Address in furtherance of the unlawful conduct alleged herein.

7. Defendant Alice Chiang is an individual who resides in Wayland, Massachusetts. Chiang is the President of Terason and owns, operates, supervises, and/or controls its conduct and business. On information and belief, Chiang (a) personally participated in and/or (b) had the right and ability to supervise, direct, and control the wrongful conduct alleged in this Complaint, and derived a direct financial benefit from that wrongful conduct.

III. JURISDICTION & VENUE

8. The Court has subject matter jurisdiction over Microsoft's claims for copyright infringement, trademark infringement, false designation of origin and false or misleading

description or representation of fact, and unfair competition and false advertising, pursuant to 15 U.S.C. §§ 1121 and 1125, 17 U.S.C. § 501, and 28 U.S.C. §§ 1331 and 1338(a). The Court also has subject matter jurisdiction under 28 U.S.C. § 1332 because this action is between citizens of different states and the matter in controversy exceeds $75,000, exclusive of interest and costs.

9. The Court has personal jurisdiction over Defendants because each resides in the District, conducts business in the District, and a substantial part of Defendants' actions giving rise to this suit occurred in the District. Terason is headquartered in the District of Massachusetts, and otherwise does business in this District. According to the Massachusetts Secretary of the Commonwealth's online records, Terason's business address is 77-79 Terrace Hall Avenue, Burlington, Massachusetts, 01803. Chiang resides in Wayland, Massachusetts.

10. Venue is proper in this District pursuant to 28 U.S.C. § 1400(a) and 28 U.S.C. § 1391(a) because Defendants reside in the District, and 28 U.S.C. § 1391(b) because a substantial part of the events giving rise to this suit occurred in the District.

IV. FACTS COMMON TO ALL CLAIMS

A. The Global Problem of Software Piracy

11. Software developers lose billions of dollars in annual revenue from software piracy, namely, the unauthorized and unlawful copying, downloading, and distributing of copyrighted and trademarked software and related components. In 2015, the commercial value of pirated software in the United States exceeded $10 billion.

12. One prominent form of software piracy is known as "hard-disk loading," the unauthorized commercial copying and installation of infringing software on devices which are often sold in competition with, and often for lower prices than, devices pre-installed with legally licensed copies of software.

13. Software developers, like Microsoft, are not the only victims of software piracy. Consumers are also victims, as they are often deceived by distributors of pirated software who go to great lengths to make the software appear genuine. These customers may unwittingly expose themselves to security risks associated with the use of pirated software. *See* Federal

Bureau of Investigation, *Consumer Alert: Pirated Software May Contain Malware*, Aug. 1, 2013, at https://www.fbi.gov/news/stories/pirated-software-may-contain-malware1 (noting the relatively greater risk that pirated software is infected with malicious software, or "malware," which can be used to record keystrokes and thus capture sensitive information such as user names, passwords, and Social Security numbers).

B. Microsoft's Software and Intellectual Property

14. Microsoft develops, advertises, markets, distributes, and licenses a number of computer software programs. Microsoft's software programs are recorded on distributable media, such as DVDs, or are made available for download through various authorized distribution channels.

15. Microsoft holds a number of valid copyrights in its computer and server software, and it has duly and properly registered those copyrights with the United States Copyright Office, including, without limitation, the following:

16. **Windows 10:** Microsoft has developed, advertises, markets, distributes, and licenses a computer operating system called Microsoft Windows 10 ("Windows 10"). Windows 10 is available in a number of different versions, each of which includes certain combinations of products, programs, and features. Versions of Windows 10 include Windows 10 and Windows 10 Professional. Microsoft holds a valid copyright in Windows 10 Professional, the most expansive version of Windows 10. As a result, Microsoft's copyright in Windows 10 Professional encompasses all other versions of Windows 10. Microsoft's copyright in Windows 10 Professional was duly and properly registered with the United States Copyright Office. A true and correct copy of the Registration Certificate for Microsoft Windows 10 Professional, bearing the number TX 8-058-526, is attached as Exhibit 1.

17. **Windows 7:** Microsoft has developed, advertises, markets, distributes, and licenses a computer operating system called Microsoft Windows 7 ("Windows 7"). Windows 7 is available in a number of different versions including Windows 7 Ultimate, Windows 7 Professional, Windows 7 Home Premium, and Windows 7 Enterprise. Microsoft holds a valid

copyright in Windows 7 Ultimate, the most expansive version of Windows 7. As a result, Microsoft's copyright in Windows 7 Ultimate encompasses all other versions of Windows 7. Microsoft's copyright in Windows 7 Ultimate was duly and properly registered with the United States Copyright Office. A true and correct copy of the Registration Certificate for Microsoft Windows 7 Ultimate, bearing the number TX 7-009-361, is attached as Exhibit 2.

18. Microsoft has also duly and properly registered a number of trademarks and service marks in the United States Patent and Trademark Office on the Principal Register, including without limitation:

(a) "MICROSOFT," Trademark and Service Mark Registration No. 1,200,236, for computer programs and computer programming services;

(b) "WINDOWS," Trademark Registration No. 1,872,264 for computer programs and manuals sold as a unit;

(c) "FLAG DESIGN TWO (B/W)," Trademark Registration No. 2,738,877, for computer software;

(d) "FLAG DESIGN TWO (COLOR)," Trademark Registration No. 2,744,843, for computer software;

(e) "CAMERA TILE," Trademark Registration No. 4,415,986 for computer software for accessing and managing camera functions;

(f) "CHARM BAR," Trademark Registration No. 4,489,348 for computer software operating system;

(g) "GAMES TILE," Trademark Registration No. 4,444,995 for computer software enabling access to online games;

(h) "MAPS TILE," Trademark Registration No. 4,415,985 for computer software for mapping and directions;

(i) "MESSAGING TILE," Trademark Registration No. 4,426,631 for computer software for text and multimedia messaging;

(j) "MUSIC TILE," Trademark Registration No. 4,426,630 for computer software for downloading and listening to music and other audio content;

(k) "SPORTS TILE," Trademark Registration No. 4,426,632 for computer software for viewing information and content about sports;

(l) "VIDEO TILE," Trademark Registration No. 4,412,218 for computer software for downloading and viewing video content;

(m) "WINDOWS STORE TILE," Trademark Registration No. 4,552,497, for operating system software;

True and correct copies of the Trademark Registrations for (a) through (m) above are attached as Exhibits 3 through 15, respectively.

C. Microsoft's Distribution Channels for Software

19. Microsoft distributes its software through a number of distribution channels, including the Original Equipment Manufacturer (OEM), volume licensing, subscriptions, and refurbisher channels.

20. The Original Equipment Manufacturer ("OEM") distribution channel is one through which Microsoft software is distributed to computer and device manufacturers called OEMs. OEMs customarily pre-install software on the devices they build including, most commonly, the Microsoft Windows operating system.

21. The OEM distribution channel involves sub-channels that supply Microsoft software to different categories of OEMs. Two of these sub-channels are the Commercial OEM channel and the Direct OEM channel.

22. Through the Commercial OEM ("COEM") channel, Microsoft authorized distributors supply what is called "system builder" software to small and medium-sized OEMs for pre-installation on devices.

23. Through the Direct OEM ("DOEM") channel, Microsoft directly provides software to large computer manufacturers, such as Dell and Lenovo, for pre-installation on

devices. The DOEMs acquire some components associated with the Microsoft software from Microsoft Authorized Replicators ("ARs").

24. In addition to the OEM channel, Microsoft offers a number of subscription programs through which it provides software to qualified subscribers. One example of a subscription program is the Microsoft Developer Network ("MSDN"), which is for individuals and entities that develop third-party software compatible with Microsoft software. MSDN subscribers are able to download certain Microsoft software directly from Microsoft.

25. Microsoft also offers Volume Licensing ("VL") programs for its business customers. Through the VL program, customers purchase licenses for their software and can add, remove, and upgrade their software as their business needs evolve.

D. Product Activation

26. Like many other software developers, Microsoft has implemented a wide-range of initiatives to protect its customers and combat theft and infringement of its intellectual property. One important Microsoft anti-piracy technology is its product activation system, which involves the activation of software through product activation keys.

27. A Microsoft product key is a 25-character alphanumeric string generated by Microsoft and provided to customers and OEMs. When customers and OEMs install Microsoft software on a device, they are required to enter a product key. As part of the activation process, customers and, in some cases, OEMs (with some exceptions not relevant here) voluntarily contact Microsoft's activation servers over the Internet and transmit their product keys and other technical information about their device to the activation servers.

28. The activation process is analogous to the activation of credit cards or mobile phones with a code provided by the financial institution or the mobile carrier. Because Microsoft's copyrighted software is capable of being installed on an unlimited number of computers, Microsoft relies on the product activation process to detect piracy and protect consumers from the risks of non-genuine software.

29. In the OEM channel, each copy of genuine Windows 10 and Windows 7 software is distributed with a product key unique to that copy of the software—thus, for example, if a customer purchases ten copies of Windows 7, the customer is supplied with ten unique product keys. For Microsoft's subscription and VL programs, customers are normally supplied a single product key for each version of Microsoft software they license. For example, subscription and volume licensing customers receive one reusable product key for all Windows 10 licenses authorized under their agreements to install and activate all copies.

30. Product activation works differently in the COEM and DOEM channels. COEMs use individual product keys to install and, in some cases, activate the software on the devices. DOEMs, on the other hand, either use a master key or a separate file generated from Microsoft to install Windows software on each device.

E. Microsoft's Use of Cyberforensics to Combat Piracy

31. In order to combat the global threat of software piracy of its software, Microsoft relies on investigative methods that leverage state-of-the-art technology to detect software piracy called "cyberforensics."

32. Through cyberforensics, Microsoft analyzes activation data voluntarily provided by users when they activate Microsoft software, including the IP address from which a given product is activated. An IP address is a numerical identifier used to uniquely identify an internet-capable device when the device is connected to the Internet. An IP address is ordinarily assigned to an internet user (whether an individual or an entity) by the user's Internet Service Provider ("ISP").

33. Entities charged with managing and administering internet numbering resources, including IP addresses, publish information about IP address assignment and registration in publicly-searchable databases. Akin to an IP address "phone book," these databases can be used to associate each IP address with the individual or entity assigned to use that address. In some cases, the listed individual or entity is actually using the IP address; in other cases, the listed individual or entity is an ISP who has assigned the IP address to one of its customers. Thus, in

some instances, the identity of the individual or entity associated with a particular IP address is publicly available; in other instances, the identity of the individual or entity can only be obtained from the ISP assigned to that IP address.

34. Cyberforensics allows Microsoft to analyze billions of activations of Microsoft software and identify activation patterns and characteristics that make it more likely than not that the IP address associated with the activations is an address through which pirated software is being activated.

F. Defendants' Infringing Conduct

35. Microsoft's cyberforensics have identified that between approximately July 2011 and June 2017, thousands of activations and attempted activations of unlicensed and pirated Microsoft Windows 10 and Windows 7 software occurred from an IP address identified to be assigned to Defendants with product keys that were:

a. used more times than authorized by the applicable software license; and/or
b. used to activate software outside of the region for which they were issued and authorized.

36. On information and belief, each of these activations and attempted activations constitutes the unauthorized copying of Microsoft software, in violation of Microsoft's software licenses and its intellectual property rights.

37. On information and belief, Defendants have been and continue to be involved in installing counterfeit and infringing copies of Microsoft's software and/or related components.

38. On information and belief, Defendants have committed and continue to commit acts of copyright and trademark infringement against Microsoft. On information and belief, at a minimum, Defendants acted with willful blindness to, or in reckless disregard of, Microsoft's registered copyrights, trademarks, and service mark.

39. On information and belief, Defendants distribute products bearing Microsoft trademarks without a license or other authorization from Microsoft. This unauthorized use of

the world-famous Microsoft Marks is designed to add credibility to Defendants' representations and convince the public they lawfully distribute Microsoft software and/or related components.

V. CAUSES OF ACTION

First Claim
Copyright Infringement - 17 U.S.C. § 501 *et seq.*

40. Microsoft specifically realleges and incorporates by reference each and every allegation contained in the Complaint as though fully set forth in this Claim.

41. Microsoft is the sole owner of Microsoft Windows 10, Windows 7, and of the corresponding copyrights and Certificates of Registration with the registration numbers listed above.

42. Defendants have infringed Microsoft's copyrights by reproducing Microsoft software in the United States of America without approval or authorization from Microsoft.

43. At a minimum, Defendants acted with willful blindness to, or in reckless disregard of, Microsoft's registered copyrights.

44. Chiang personally participated in and/or had the right and ability to supervise, direct, and control the wrongful conduct alleged in Microsoft's First Claim, and derived a direct financial benefit from that wrongful conduct. Chiang is, therefore, subject to liability for the wrongful conduct alleged herein based on her direct acts or under principles of secondary liability, including, without limitation, respondeat superior, vicarious liability, and/or contributory infringement.

45. As a result of Defendants' wrongful conduct, Microsoft is entitled to recover its actual damages and Defendants' profits attributable to the infringement. Alternatively, Microsoft is entitled to statutory damages under 17 U.S.C. § 504(c).

46. The award of statutory damages should be enhanced in accordance with 17 U.S.C. § 504(c)(2).

47. Microsoft is further entitled to injunctive relief and an order impounding all infringing materials. Microsoft has no adequate remedy at law for Defendants' wrongful

conduct because, among other things: (a) Microsoft's copyrights are unique and valuable property which have no readily determinable market value; (b) Defendants' infringement harms Microsoft such that Microsoft could not be made whole by any monetary award; and (c) Defendants' wrongful conduct, and the resulting damage to Microsoft, is continuing.

Second Claim
Trademark Infringement – 15 U.S.C. § 1114

48. Microsoft specifically realleges and incorporates by reference each and every allegation contained in the Complaint as though fully set forth in this Claim.

49. Defendants' activities constitute infringement of Microsoft's federally registered trademarks and service mark with the registration numbers listed above.

50. Microsoft advertises, markets, distributes, and licenses its software and related components under the trademarks and service mark described above and uses these trademarks and service mark to distinguish Microsoft's products from the software and related items of others in the same or related fields.

51. Because of Microsoft's long, continuous, and exclusive use of these trademarks and service mark, they have come to mean, and are understood by customers, end users, and the public to signify, software programs and related components or services of Microsoft.

52. The infringing materials that Defendants have and are continuing to install are likely to cause confusion, mistake, or deception as to their source, origin, or authenticity.

53. Further, Defendants' activities are likely to lead the public to conclude, incorrectly, that the infringing materials that Defendants are installing originate with or are authorized by Microsoft, thereby harming Microsoft, its licensees, and the public.

54. At a minimum, Defendants acted with willful blindness to, or in reckless disregard of, Microsoft's registered mark.

55. Chiang personally participated in and/or had the right and ability to supervise, direct, and control the wrongful conduct alleged Microsoft's Second Claim, and derived a direct financial benefit from that wrongful conduct. Chiang is, therefore, subject to liability for the

wrongful conduct alleged herein based on her direct acts or under principles of secondary liability, including, without limitation, respondeat superior, vicarious liability, and/or contributory infringement.

56. As a result of Defendants' wrongful conduct, Microsoft is entitled to recover its actual damages, Defendants' profits attributable to the infringement, and treble damages and attorney fees pursuant to 15 U.S.C. § 1117 (a) and (b). Alternatively, Microsoft is entitled to statutory damages under 15 U.S.C. § 1117(c).

57. Microsoft is further entitled to injunctive relief and an order compelling the impounding of all infringing materials. Microsoft has no adequate remedy at law for Defendants' wrongful conduct because, among other things: (a) Microsoft's trademarks and service mark are unique and valuable property that have no readily determinable market value; (b) Defendants' infringement constitutes harm to Microsoft's reputation and goodwill such that Microsoft could not be made whole by any monetary award; (c) if Defendants' wrongful conduct is allowed to continue, the public is likely to become further confused, mistaken, or deceived as to the source, origin or authenticity of the infringing materials; and (d) Defendants' wrongful conduct, and the resulting harm to Microsoft, is continuing.

Third Claim
False Designation of Origin, False and Misleading Description or Representation of Fact – 15 U.S.C. §§ 1125 *et seq.*

58. Microsoft specifically realleges and incorporates by reference each and every allegation contained in the First Amended Complaint as though fully set forth in this Claim.

59. Microsoft advertises, markets, distributes, and licenses its software and related components under the trademarks and service mark described above, and uses these trademarks and service mark to distinguish Microsoft's software and related components from the software or products of others in the same field or related fields.

60. Because of Microsoft's long, continuous, and exclusive use of these trademarks and service mark, they have come to mean, and are understood by customers, end users, and the public to signify, software or services of Microsoft.

61. Microsoft has also designed distinctive and aesthetically pleasing displays, logos, icons, and graphic images (collectively, "Microsoft visual designs") for its software programs and related components.

62. On information and belief, Defendants' wrongful conduct includes the use of Microsoft's marks, name, and/or imitation visual designs (specifically displays, logos, icons, graphic designs, and/or packaging virtually indistinguishable from Microsoft visual designs) in connection with their goods and services.

63. On information and belief, Defendants engaged in such wrongful conduct with the purpose of misleading or confusing customers and the public as to the origin and authenticity of the goods and services advertised, marketed, installed, offered or distributed in connection with Microsoft's marks, name, and imitation visual designs, and of trading upon Microsoft's goodwill and business reputation. Defendants' conduct constitutes (a) false designation of origin, (b) false or misleading representation or description, and (c) false or misleading representation that the imitation visual images originate from or are authorized by Microsoft, all in violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

64. Defendants' wrongful conduct is likely to continue unless restrained and enjoined.

65. Chiang personally participated in and/or had the right and ability to supervise, direct, and control the wrongful conduct alleged Microsoft's Third Claim, and derived a direct financial benefit from that wrongful conduct. Chiang is, therefore, subject to liability for the wrongful conduct alleged herein based on her direct acts or under principles of secondary liability, including, without limitation, respondeat superior, vicarious liability, and/or contributory infringement.

66. As a result of Defendants' wrongful conduct, Microsoft is entitled to recover its actual damages, Defendants' profits, and treble damages and attorney fees pursuant to 15 U.S.C. § 1117.

67. Further, Microsoft is entitled to injunctive relief and to an order compelling the impounding of all imitation marks and visual designs being used, advertised, marketed, installed, offered or distributed by Defendants. Microsoft has no adequate remedy at law for Defendants' wrongful conduct because, among other things: (a) Microsoft's marks, name and visual designs are unique and valuable property which have no readily-determinable market value; (b) Defendants' advertising, marketing, installation, or distribution of imitation visual designs constitutes harm to Microsoft such that Microsoft could not be made whole by any monetary award; and (c) Defendants' wrongful conduct, and the resulting damage to Microsoft, is continuing.

Fourth Claim

Unfair Competition & False Advertising – 15 U.S.C. § 1125(a)

68. Microsoft specifically realleges and incorporates by reference each and every allegation contained in the First Amended Complaint as though fully set forth in this Claim.

69. Defendants have made false and misleading representations and descriptions of fact in connection with the offering for sale and sale of unlicensed Microsoft software, including without limitation, that Defendants are offering licensed Microsoft software.

70. Defendants' false and misleading representations and descriptions of fact were made in commercial advertising or promotion, including without limitation, in connection with the offering for sale and sale of unlicensed Microsoft software.

71. Defendants' false and misleading representations and descriptions of fact misrepresent the nature, characteristics, qualities, or origin of their goods, services, and commercial activities.

72. Defendants' use of Microsoft's copyrights and trademarks referenced above and their false and misleading representations and descriptions of fact in interstate commerce in

connection with their offering for sale of unlicensed Microsoft software has either deceived or has the capacity to deceive a substantial segment of potential consumers, and such deception is material, in that it is likely to influence the consumers' purchasing decisions.

73. Defendants have used, and continue to use, Microsoft's copyrights and trademarks referenced above to compete unfairly with Microsoft and to deceive customers.

74. Defendants' conduct constitutes false advertising and federal unfair competition, in violation of 15 U.S.C. § 1125(a).

75. Defendants' wrongful conduct is likely to continue unless restrained and enjoined.

76. Chiang personally participated in and/or had the right and ability to supervise, direct, and control the wrongful conduct alleged Microsoft's Fourth Claim, and derived a direct financial benefit from that wrongful conduct. Chiang is, therefore, subject to liability for the wrongful conduct alleged herein based on her direct acts or under principles of secondary liability, including, without limitation, respondeat superior, vicarious liability, and/or contributory infringement.

77. As a result of Defendants' wrongful conduct, Microsoft is entitled to recover its actual damages, Defendants' profits, and treble damages and attorneys' fees pursuant to 15 U.S.C. § 1117.

78. Further, Microsoft is entitled to injunctive relief and an order directing Defendants to stop representing or implying that they are offering licensed Microsoft software. Microsoft has no adequate remedy at law for Defendants' wrongful conduct because, among other things: (a) Defendants' advertising, marketing, installation, or distribution of unlicensed Microsoft software constitutes harm to Microsoft such that Microsoft could not be made whole by any monetary award; and (b) Defendants' wrongful conduct, and the resulting damage to Microsoft, is continuing.

VI. PRAYER FOR RELIEF

WHEREFORE, Microsoft respectfully prays for the following relief:

A. That the Court enter judgment in Microsoft's favor on all claims;

B. That the Court restrain and enjoin Defendants, their directors, principals, officers, agents, representatives, employees, attorneys, successors and assigns, and all others in active concert or participation with it, from:

(i) copying or making any other infringing use or infringing distribution of Microsoft's software and other intellectual property including but not limited to the software identified by the Trademark, Service Mark, and Copyright Registration Numbers listed above;

(ii) manufacturing, assembling, producing, distributing, offering for distribution, circulating, selling, offering for sale, advertising, importing, promoting, or displaying any Microsoft software or other intellectual property bearing any simulation, reproduction, counterfeit, copy, or colorable imitation of any of Microsoft's registered trademarks, service mark, or copyrights, including, but not limited to, the Trademark, Service Mark, and Copyright Registration Numbers listed above;

(iii) using any simulation, reproduction, counterfeit, copy, or colorable imitation of Microsoft's registered trademarks, service mark, or copyright including, but not limited to the Trademark, Service Mark, and Copyright Registration Numbers listed above, in connection with the manufacture, assembly, production, distribution, offering for distribution, circulation, sale, offering for sale, import, advertisement, promotion, or display of any software, component, and/or other item not authorized or licensed by Microsoft;

(iv) engaging in any other activity constituting an infringement of any of Microsoft's trademarks, service mark and/or copyrights, or of Microsoft's rights in, or right to use or to exploit, these trademarks, service mark, and/or copyrights; and

(v) assisting, aiding, or abetting any other person or business entity in engaging in or performing any of the activities listed above;

C. That the Court enter an order pursuant to 15 U.S.C. § 1116 and 17 U.S.C. § 503 impounding all counterfeit and infringing copies of purported Microsoft software and/or materials bearing any of Microsoft's trademarks or service mark, and any related item, including business records, that are in Defendants' possession or under their control;

D. That the Court enter an order declaring that Defendants hold in trust, as constructive trustees for the benefit of Microsoft, the illegal profits obtained from their distribution of counterfeit and infringing copies of Microsoft's software, and requiring Defendants to provide Microsoft a full and complete accounting of all amounts due and owing to Microsoft as a result of Defendants' unlawful activities;

E. That Defendants be required to pay all general, special, actual, and statutory damages which Microsoft has sustained, or will sustain, as a consequence of Defendants' unlawful acts, and that such damages be enhanced, doubled, or trebled as provided for by 17 U.S.C. § 504(c) and 15 U.S.C. § 1117(b);

F. That Defendants be required to pay to Microsoft both the costs of this action and the reasonable attorneys' fees incurred by Microsoft in prosecuting this action, as provided for by 15 U.S.C. § 1117 and 17 U.S.C. § 505; and

G. That the Court grant Microsoft such other, further, and additional relief as the Court deems just and equitable.

Dated: October 18, 2017

Respectfully Submitted,

DAVIS WRIGHT TREMAINE LLP

/s/ Jaime Drozd Allen

Jaime Drozd Allen
BBO #651767
DAVIS WRIGHT TREMAINE LLP
1201 Third Avenue, Suite 2200
Seattle, WA 98101
Tel: (206) 622-3150
jaimeallen@dwt.com
Attorneys for Plaintiff Microsoft Corporation

Bonnie E. MacNaughton (*pro hac vice filed*)
Brooke E. Howlett (*pro hac vice filed)*
DAVIS WRIGHT TREMAINE LLP
1201 Third Avenue, Suite 2200
Seattle, WA 98101
Tel: (206) 622-3150
bonniemacnaughton@dwt.com
brookehowlett@dwt.com
Attorneys for Plaintiff Microsoft Corporation